

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

FILED
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CLERK OF COURT
U.S. DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN
BY: mkc SCANNED BY: JW 7-16

CLARENCE OTWORTH,
In his individual capacity,

Plaintiff,

v.

PAM CURTIS,
In her official capacity,

Defendant,

Case No. _

Judge ____

1:20-cv-651

Robert J. Jonker - Chief U.S. District Judge
Sally J. Berens- Magistrate Judge

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JURY TRIAL DEMANDED

**COMPLAINT FOR DEPRIVATION OF
RIGHTS SECURED BY THE U.S. CONSTITUTION**

COMES NOW Plaintiff Clarence Otworth in his individual capacity, and sues Pam Curtis in her official capacity for the deprivation of Clarence Otworth's rights secured by the U.S. Constitution.

JURISDICTION

1. Jurisdiction in this case is based on the court's federal question jurisdiction, 28 U.S.C. § 1331, which provides that "[t]he district courts shall have original jurisdiction of all civil actions arising under the constitution, laws, or treaties of the United States."

2. The court also has jurisdiction in this matter under 42 U.S.C. § 1983 – Civil Action for deprivation of rights secured by the U.S. Constitution.

PARTIES

3. Plaintiff Clarence Otworth is a retired railroad conductor. He resides at 187 East Daniels Road, Twin Lake, MI 49457-8745. Telephone: 231-292-1205.

4. Defendant Pam Curtis is employed by Senior Resources as Chief Executive Officer. Her office address is Senior Resources, 560 Seminole Road, Muskegon, MI 49444-3720. Telephone: 231-739-5858.

FACTS

5. Arcadia is a home care provider. Arcadia provides Clarence Otworth with an aide every Wednesday for two hours to do his banking, shopping, and house cleaning.

6. Arcadia pays the aide \$10.25 an hour. Senior Resources reimburses Arcadia between \$82.00 and \$102.50 a month, depending on how many Wednesdays are in a month.

7. Guardian Medical Monitoring provides Clarence Otworth with emergency help whenever he pushes a silent alarm.

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8. Senior Resources pays Guardian Medical Monitoring \$25.00 a month.

9. Clarence Otworth has been receiving these free services for decades.

10. Clarence Otworth never applied for any free service, they were offered to him because he cannot travel anywhere in a wheelchair.

11. Thea Brown is employed by Senior Resources as a Supports Coordinator.

12. On Thursday, March 12, 2020, she called Clarence Otworth and asked him if his mortgage was paid off.

13. Clarence Otworth assumed that Thea Brown had forgotten that his son paid off the mortgage because the bank threaten foreclosure.

14. However, Thea Browns question was a rhetorical question; an excuse for claiming Clarence Otworth is now making too much money for free services and they would be terminated on April 10, 2020.

15. Clarence Otworth reminded Thea Brown that he was still receiving \$2,116.45 a month, the same amount that he began receiving on January 01, 2020.

16. Thea Brown then decided to ask Clarence Otworth who his debtors were, how much he paid each of them each month, and how much money he had in the bank; so he told her.

17. Thea Brown ended their conversation without saying whether or not she had changed her mind about terminating his free services on April 10, 2020.

18. However, on the same day, Thursday, March 12, 2020, she mailed Clarence Otworth a letter which reads: "As of today: 03/12/2020" "SENIOR RESOURCES is authorizing your services."

19. Clarence Otworth received her letter on Saturday, March 14, 2020.

20. However, on Thursday, March 19, 2020, Clarence Otworth received a letter from Pam Curtis, the Chief Executive Officer (CEO) of Senior Resources, that she mailed on Tuesday, March 17, 2020, but

actually wrote on Tuesday, March 3, 2020, which reads: “A review of your financial circumstances, which is based on the information you provided to your support coordinator (Thea Brown), indicate: You have assets and/or an income-to-expenses variance enabling your ability to pay for Home making and personal emergency response services currently being provided. Effective April 10, 2020, Senior Resources will no longer be able to pay for the services you are currently receiving.” Page | 3

21. Defendant Pam Curtis told Thea Brown to ask Clarence Otworth that rhetorical question: “is your mortgage paid off?” because Pam Curtis wanted to pretend she didn’t know his mortgage was paid off, and now that she does know she will have to unfortunately terminate his free services because he makes too much money.

22. Defendant Pam Curtis has no idea what Clarence Otworth’s finances are. She gets her information from Thea Brown, and Thea Brown gets her information from Clarence Otworth.

23. Defendant Pam Curtis had her mind set on retaliating against Clarence Otworth for some personal reason. Perhaps he sued a friend or a relative of hers.

24. This is a hate crime. Defendant Pam Curtis willfully endangered Clarence Otworth’s life by terminating his services on April 01, 2020, instead of April 10, 2020, ten days earlier than she said.

25. Clarence Otworth cannot walk. He writes his aide a check. She cashes it and buys his food.

26. On April 01, 2020, his aide did not come to his house. Arcadia told her to stop going to his house every Wednesday. She was sent elsewhere.

27. Clarence Otworth was terrified. He was out of food and no way to buy any.

28. Clarence Otworth tried to contact Guardian Medical Monitoring but they didn’t respond because Pam Curtis told them to stop providing Clarence Otworth with their emergency service.

29. Clarence Otworth couldn’t call 911 because Pam Curtis made sure his telephone would not work.

30. Clarence Otworth has cable television, internet, and phone service with Charter Communications.

31. Clarence Otworth’s telephone (the handset) is provided free of charge by CapTel.

32. CapTel prints telephone conversations so people who are nearly deaf can read what is being said.

33. The Charter Communications employee sent to Clarence Otworth's house to fix his telephone said the CapTel telephone was "fried." That the Charter Communications phone service was not the problem.

34. Clarence Otworth purchased a new telephone, installed it, and it worked fine; except he couldn't hear what a caller said.

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35. Defendant Pam Curtis could not threaten to stop paying CapTel if it didn't disconnect the telephone of Clarence Otworth because their telephones are free.

36. Defendant Pam Curtis either knows someone at CapTel or she knows someone that knows someone at CapTel, because Clarence Otworth's telephone was disconnected by an employee of CapTel on April 01.

37. Paying off a debt allows people to save that sum of money each month, but it is not an increase in income.

38. Clarence Otworth's monthly disability check from the Railroad Retirement Board has been \$2,116.45 since January 01, 2020.

39. The termination of Clarence Otworth's services on April 01, 2020, was no April fool's joke. That was the unlawful action of a hateful person retaliating against a disabled senior citizen in violation of the Americans with disability Act of 1990.

40. Defendant Pam Curtis was so hateful of Clarence Otworth that she couldn't even wait until the first day of April to terminate his services. She contacted Arcadia and Guardian Medical Monitoring ahead of time and told them to be prepared to terminate Clarence Otworth's services on Wednesday, April 01, 2020, instead of April 10, 2020. She did this, so he could not buy food and not call someone for help.

41. Defendant Pam Curtis had her mind set on terminating Clarence Otworth's services or she would have accepted Thea Brown's decision on March 12, 2020, to authorize his services:

42. Defendant Pam Curtis knew that Thea Brown had authorized Clarence Otworth's services on March 12, 2020, before she mailed her letter of termination on March 17, 2020, that she actually wrote on March 03, 2020. (She forgot that her letter was dated March 03, 2020.). But she was hell bent on terminating his services.

43. Defendant Pam Curtis was persuaded by John Doe and/or Jane Doe to terminate the services that Senior Resources was providing Clarence Otworth, and she didn't care if she was endangering his life, or discriminating against him, or depriving him of his civil rights secured by the U.S. Constitution.

44. Defendant Pam Curtis is unfit to be an employee of Senior Resources, let alone Chief Executive Officer, she should be fired. Page | 5

45. Defendant Pam Curtis willfully and unlawfully endangered the life of Clarence Otworth by preventing him from obtaining food and from calling someone for help.

46. Defendant Pam Curtis unlawfully discriminated against Clarence Otworth, a disabled citizen.

47. Defendant Pam Curtis under color of law willfully deprived Clarence Otworth of his rights secured by the U.S. Constitution.

48. It takes a really hateful person to deprive a disabled person of his only means of buying food and his only means of calling for help.

WHEREFORE, Plaintiff Clarence Otworth demands Judgment against Defendant PAM CURTIS for \$100,000, with interest and costs, and for such other relief as this Court deems just and proper.

I, Clarence Otworth, declare under penalty of perjury that I have read the foregoing and it is true and correct to the best of my knowledge, information, and belief.

Executed on Wednesday, July 15, 2020.

A handwritten signature in black ink that reads "Clarence Otworth". The signature is written in a cursive, flowing style with a large initial 'C'.

Clarence Otworth
187 East Daniels Road
Twin Lake, MI 49457
(231) 292-1205

CLARENCE OTWORTH
187 EAST DANIELS ROAD
TWIN LAKE, MI 49457
JONBENET WAS NOT MURDERED

OFFICE OF
UNITED STATES
399 FEDERAL B
110 MICHIGAN
GRAND RAPIDS, I



FOREVER / USA



FOREVER

THE CLERK

DISTRICT COURT

BUILDING

STREET, NW

MI 49503

